

AG Contract No. KR96 0584TRN  
ADOT ECS File No. JPA 96-18  
Project: RAM-600-2-514/H2059 01C  
Section: SR-51, Shea - Thunderbird  
Drainage Improvements

75004  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 13 June, 1996,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,  
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF  
TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its  
MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to an improvement project to SR-51 from Shea Blvd. to Thunderbird Road contemplated by State, the City has requested the State (1) construct an additional 10' X 8' drainage barrel at an existing box culvert system at Sweetwater Avenue, as well as realign an existing 12" waterline which will conflict with the new barrel, at an estimated cost of \$53,522.00; (2) assist in reducing the City's pump maintenance costs at 36th Street by installing a 12" drain pipe from approximately the 36th Street and Sweetwater avenue intersection to approximately 150' south of Cactus Road, at an estimated construction cost of \$148,029.00. Design costs of item (1) and (2) above is an estimated additional \$8,053.00 and \$14,023.00 respectively. The total cost of the City requested improvements is estimated at \$223,427.00, which includes the estimated design, construction and 14% construction engineering and administration costs detailed on Exhibit A, which is attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>20754</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>06/13/96</u>
<u>James Lee Hull</u> Secretary of State
By <u>Vicky Haenowald</u>

## II. SCOPE

### 1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for a construction bidding and construction of the work. Incorporate City review comments.

b. Call for bids, and with the written concurrence of the City, award one or more contracts to accomplish the work. Administer same and make all payments to the contractor(s). Confer with the City on any City related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon completion, approve and accept the various work on behalf of the parties hereto as complete.

d. Upon execution of this agreement, invoice the City for the estimated design costs in an amount estimated at \$22,076.00.

e. Invoice the City forty five (45) days prior construction contract award, for construction and 14% construction engineering and administration, in a total amount estimated at \$201,551.00.

f. Upon completion of design and construction, respectively, invoice or reimburse the City any difference between the estimated amount paid by the City and the actual cost of design, construction and 14% construction engineering and administration costs. Include a detailed recapitulation of costs with the invoice (items on Exhibit A only or additional change orders approved by the City).

### 2. The City will:

a. Review the design documents and provide comments. Provide the State or it's contractor(s) any required permits or temporary construction easements at no cost.

b. Be responsible for any design consultant or contractor claims for extra compensation attributable to the City.

c. Reimburse the State for the actual cost of the design, construction and 14% construction engineering and administration contemplated herein, in a total amount estimated at \$223,627.00, within 30 days after receipt of invoices for estimated design and construction. If final invoice exceeds estimated amounts by more than 10%, the City may need to program costs for the following fiscal year.

d. Upon completion and acceptance of the work by the State, provide maintenance to the box culvert and 12" drain pipe.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the work contemplated herein and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be

cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, MD 616E  
Phoenix, AZ 85007

City of Phoenix  
Street Transportation Director  
200 W. Washington - 5th floor  
Phoenix, AZ 85003-1611

1996 MAY 30 PM 2:47  
CITY CLERK DEPT

Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

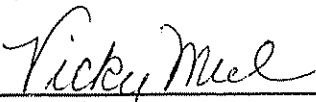
**CITY OF PHOENIX**, a Municipal  
Corporation, Frank Fairbanks, City Manager

**STATE OF ARIZONA**  
Department of Transportation

By   
JAMES H. MATTESON, P.E.  
Street Transportation Director

By   
PETER L. ENO  
Contract Administrator

ATTEST

By   
VICKY MIEL  
City Clerk

96-18.doc/24apr

RESOLUTION

BE IT RESOLVED on this 22nd day of February 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities for design, construction and maintenance of drainage enhancement improvements to City owned Indian Bend Wash facilities near SR-51, Shea -Thunderbird.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for LARRY S. BONINE  
Director

*Street*

RESOLUTION NO. 18714

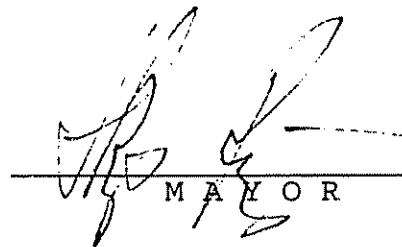
A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF PHOENIX FOR DRAINAGE IMPROVEMENTS ON THE SQUAW PEAK HIGHWAY BETWEEN SHEA BOULEVARD AND THUNDERBIRD ROAD; PROVIDING FOR PAYMENT THEREFORE.

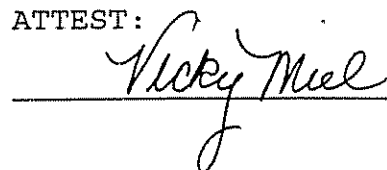
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That the City Manager be, and is hereby authorized, to enter into an Agreement with the Arizona Department of Transportation (ADOT) for drainage improvements on the Squaw Peak Highway between Shea Boulevard and Thunderbird Road.

SECTION 2. That the City Controller be, and is hereby authorized, to disburse funds in an amount of \$223,627 for purposes of this Resolution.

PASSED by the Council of the City of Phoenix this 15 day of May, 1996.

  
MAYOR

ATTEST:  
 City Clerk

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 28th day of May, 1996.

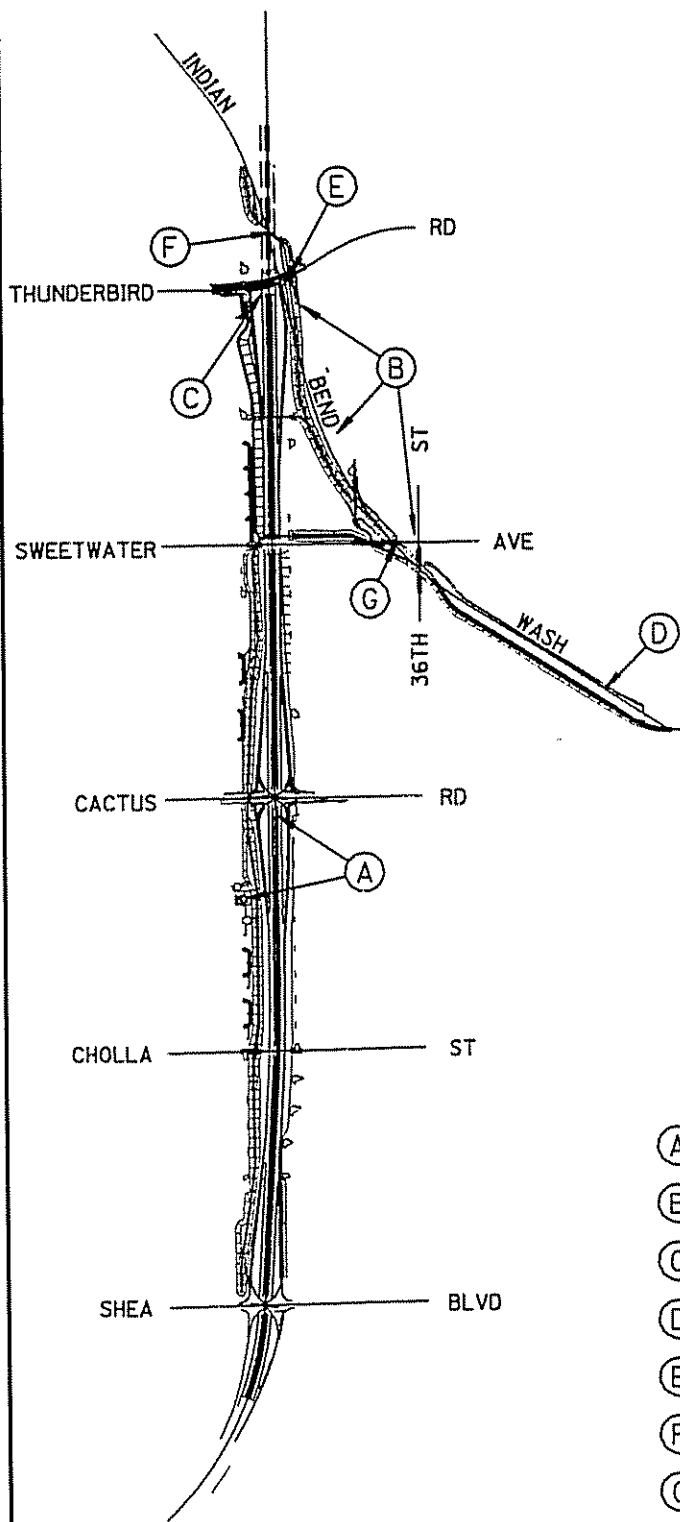
Michael D. Hawn

\_\_\_\_\_  
ACTING  
City Attorney

**SR 51 - SQUAW PEAK HIGHWAY  
SHEA BLVD. TO THUNDERBIRD ROAD  
RAM-600-2-514  
51 MA 009 H 2059 01C**

**DRAINAGE IMPROVEMENTS**

**EXHIBIT A**



#### DRAWING KEY

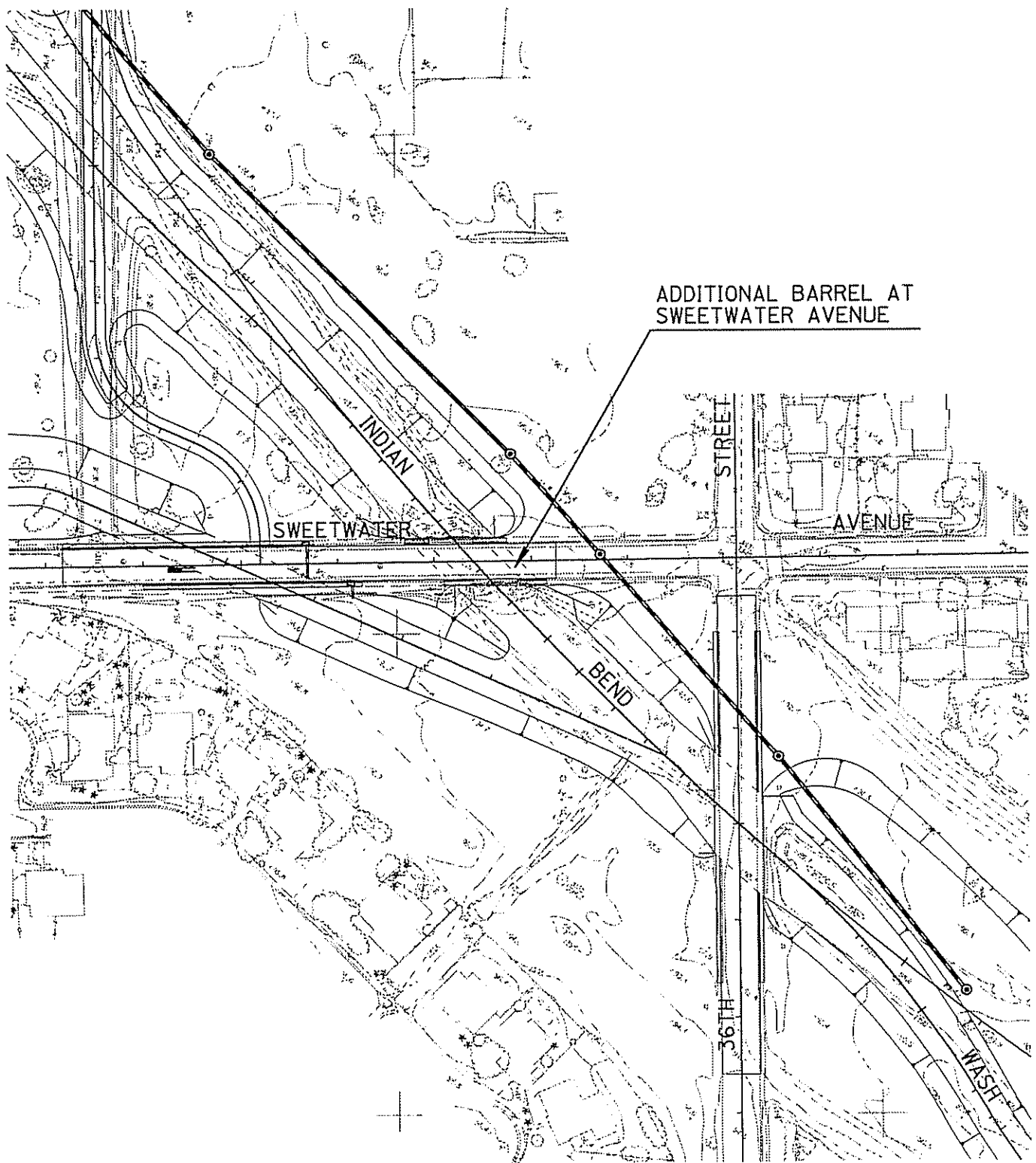
- (A) STORM DRAIN SIPHON
- (B) 10' CONCRETE PATH
- (C) THUNDERBIRD ROAD OVERPASS
- (D) 12" PVC DRAIN PIPE
- (E) THUNDERBIRD ROAD ARCH CULVERT
- (F) SR 51 ARCH CULVERT
- (G) ADDITIONAL BARREL @ SWEETWATER AVENUE

	NAME	DATE
DESIGN		
DRAWN	R HOOKEY	3/96
CHECKED	C SLAGELL	3/96

ARIZONA DEPARTMENT OF TRANSPORTATION  
INTERMODAL TRANSPORTATION DIVISION

SR 51  
LOCATION SHEET

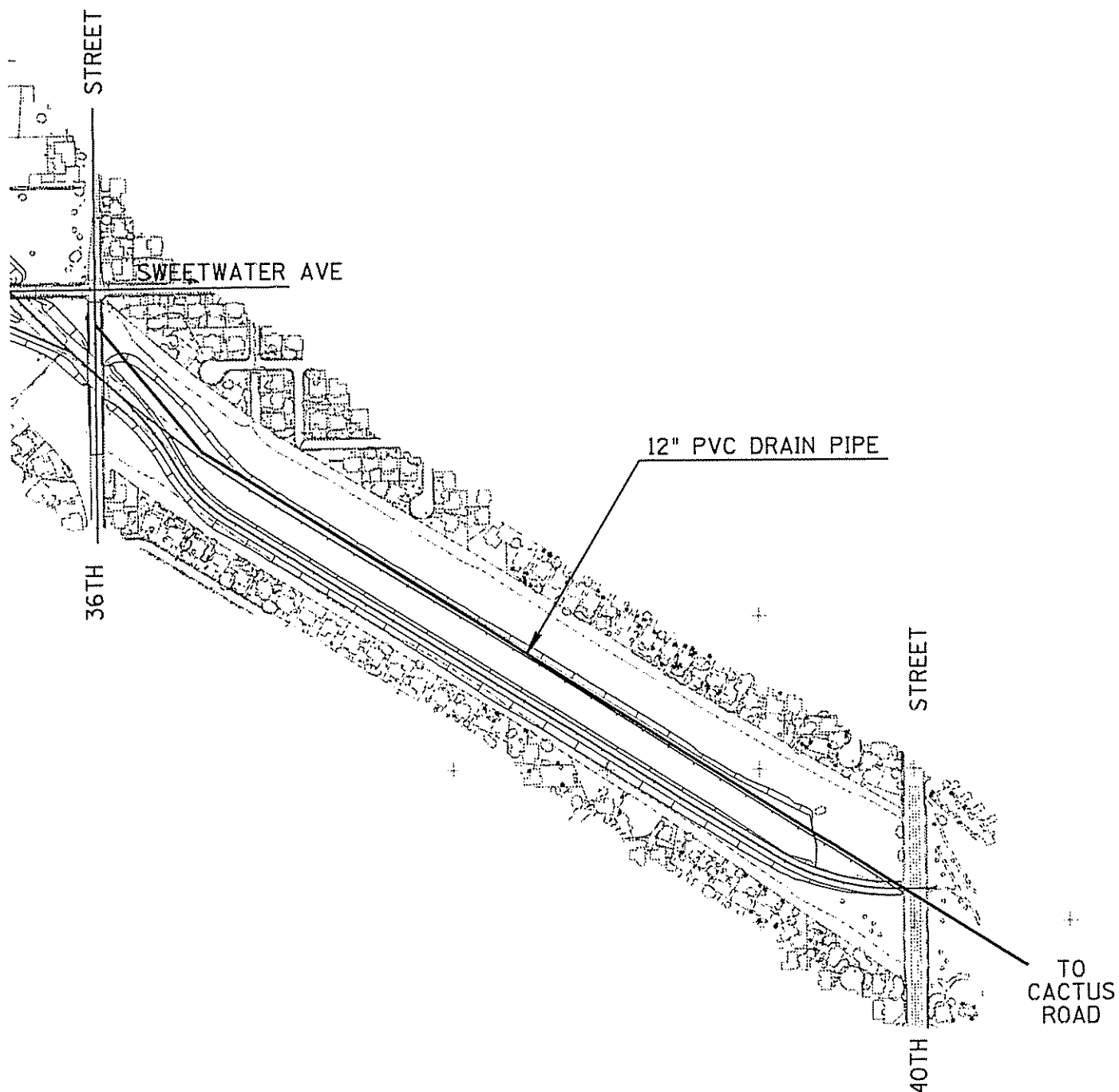




	NAME	DATE
DESIGN		
DRAWN	R HOOKEY	3/96
CHECKED	C SLAGELL	3/96

ARIZONA DEPARTMENT OF TRANSPORTATION  
INTERMODAL TRANSPORTATION DIVISION

SR 51  
ADDITIONAL BARREL AT  
SWEETWATER AVENUE



	NAME	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION
DESIGN			
DRAWN	R HOOKEY	3/96	
CHECKED	C SLAGELL	3/96	SR 51 12" PVC DRAIN PIPE

TRACS NO. H 2059 01C

600-2-514

ESTIMATE FOR CITY OF PHOENIX ENHANCEMENTS

Item No	Item Description	Unit	Quantity	Price	Amount
1	II): CITY OF PHOENIX DRAINAGE BETTERMENTS				
2					
3	1) Additional barrel at Sweetwater Avenue				
4	2030501T Structural Excavation	Cu.Yd.	470	4.50	2,115.00
5	2030506T Structure Backfill	Cu.Yd.	365	15.00	5,475.00
6	6010002T Structural Concrete (Class S) (F'c=3000)	Cu.Yd.	146	150.00	21,900.00
7	6050002T Reinforcing Steel	Lb.	16,603	0.38	6,309.14
8	6110203T Bridge Barrier	L.Ft.	20	45.00	900.00
9	8080262 Valve (12")	Each	1	1,000.00	1,000.00
10	8082122 Pipe, Ductile Iron, 12"	L.Ft.	185	50.00	9,250.00
11					
12	Subtotal				
13	14% E&C				46,949.14
14	Total for Item 1				53,522.02
15					
16					
17					

ESTIMATE FOR CITY OF PHOENIX ENHANCEMENTS

Item No	Item Description	Unit	Quantity	Price	Amount
1	3) 12" PVC Storm Drain				
2	9240108 Miscellaneous Work (Removal & Replacement of Concrete Flume)	L. Sum	1	1,500.00	1,500.00
3	8080293 Pipe (PVC)(12")	L.Ft.	4,600	15.00	69,000.00
4	5050031 Manhole (C-18.10)(No. 3)(For Pipes 6" to 36")	Each	14	2,500.00	35,000.00
5	9170006 Embankment Spillway	Each	1	925.00	925.00
6	9240107 Miscellaneous Work (Connect to Existing Structure)	L. Sum	1	2,000.00	2,000.00
7	4061003 Pavement Cut & Replacement	Sq.Yd.	65	20.00	1,300.00
8	9240117 Miscellaneous Work (Seeded Irrigated Turf)	Sq.Ft.	40,250	0.50	20,125.00
9	Subtotal				129,850.00
10	14% E&C				18,179.00
11	Total for Item 3				148,029.00
12					
13					
14					
15	TOTAL FOR II): Items 1 and 3				201,551.02
16					
17					

Firm:	BRW, Inc.	Contract: 95-01
	3003 N. Central Ave., Ste 700	Project No. RAM 600-2-314
	Phoenix, Arizona 85012	Contract Modification No.
Phone:	(602) 234-1591	
Fax:	(602) 230-9189	<b>II): COP DRAINAGE BETTERMENTS, ITEM 1</b>

## DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

### Estimated Direct Labor

Classification	Estimated Personhours	Average Hourly Rate	Labor Costs
Project Principal	2	\$41.50	\$83.00
Project Manager	6	\$34.28	\$206.00
Project Engineer	28	\$32.96	\$923.00
Engineer/Designer	48	\$23.47	\$1,127.00
Technician/ Drafter	28	\$12.92	\$362.00
Secretary/Clerical	5	\$13.70	\$69.00
<b>Total</b>	<b>117</b>		<b>\$2,770.00</b>

Total Estimated Labor	<u>\$2,770.00</u>	EC10
OVERHEAD Provisional/Maximum @ 150% of (Est Labor)	<u>\$4,155.00</u>	EC20
<b>Total Estimated Labor and Overhead</b>	<u><b>\$6,925.00</b></u>	

### Estimated Direct Expenses

(Listed by Item at Estimated Actual Cost - NO MARKUP)

Reproduction	\$90.25
CADD	\$250.00
Mail & Delivery	\$26.25
Mileage	\$0.00
Supplies	\$0.00

Total Estimated Expense \$366.50 EC30

### Estimated Outside Services and Consultants

(Listed by Firm at Estimated Cost - NO MARKUP)

Firm	Cost	Method of Compensation (CPNF, LS, etc.)
T.Y. Lin International	\$0.00	LS
Aztec Engineering	\$0.00	LS
SHB Agra, Inc.	\$0.00	LS
Harding Lawson Assoc.	\$0.00	LS
Premier Eng. Corp.	\$0.00	HRLY
Sonoran Irrigation Design	\$0.00	LS
Bolduc Smiley & Assoc.	\$0.00	LS

Total Estimated Outside Services	<u>\$0.00</u>	EC40
Total Estimated Cost to Consultant	<u>\$7,291.50</u>	
Net Fee (Direct Labor + Overhead)	<u>\$762.00</u>	EC50

I) COP DRAINAGE BETTER

1. ADDITIONAL BARREL

x Multiplier 11.0%  
**TOTAL ESTIMATED COST** **\$8,053.50**

CONTRACT TIME 500 CALENDAR DAYS

Signature \_\_\_\_\_

Date \_\_\_\_\_

3003 N. Central Ave., Ste 700  
 Phoenix, Arizona 85012  
 Phone: (602) 234-1591  
 Fax: (602) 230-9189

Project No. RAM 600-2-314  
 Contract Modification No.

II): COP DRAINAGE BETTERMENTS, ITEM 2

## DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

### Estimated Direct Labor

Classification	Estimated Personhours	Average Hourly Rate	Labor Costs
Project Principal	2	\$41.50	\$83.00
Project Manager	6	\$34.28	\$206.00
Project Engineer	36	\$32.96	\$1,187.00
Engineer/Designer	80	\$23.47	\$1,878.00
Technician/ Drafter	100	\$12.92	\$1,292.00
Secretary/Clerical	3	\$13.70	\$41.00
<b>Total</b>	<b>227</b>		<b>\$4,687.00</b>

Total Estimated Labor	\$4,687.00	EC10
OVERHEAD Provisional/Maximum @ 150% of (Est Labor)	\$7,031.00	EC20

Total Estimated Labor and Overhead \$11,718.00

### Estimated Direct Expenses

(Listed by Item at Estimated Actual Cost - NO MARKUP)

Reproduction	\$90.25
CADD	\$900.00
Mail & Delivery	\$26.25
Mileage	\$0.00
Supplies	\$0.00

Total Estimated Expense \$1,016.50 EC30

### Estimated Outside Services and Consultants

(Listed by Firm at Estimated Cost - NO MARKUP)

Firm	Cost	Method of Compensation (CPNF, LS, etc )
T.Y. Lin International	\$0.00	LS
Aztec Engineering	\$0.00	LS
SHB Agra, Inc.	\$0.00	LS
Harding Lawson Assoc.	\$0.00	LS
Premier Eng. Corp.	\$0.00	HRLY
Sonoran Irrigation Design	\$0.00	LS
Bolduc Smiley & Assoc.	\$0.00	LS

Total Estimated Outside Services \$0.00 EC40

Total Estimated Cost to Consultant \$12,734.50

Net Fee (Direct Labor + Overhead) \$1,289.00 EC50

x Multiplier 11.0%

II) COP DRAINAGE BETTER

Item 2 - 12" PVC

**TOTAL ESTIMATED COST** **\$14,023.50**

CONTRACT TIME 500 CALENDAR DAYS

Signature \_\_\_\_\_

Date \_\_\_\_\_

# SR 51 - SQUAW PEAK HIGHWAY

Shea Boulevard to Thunderbird Road

Contract No. 95-01

051 MA 009 H 2059 01D

RAM 600-2-314

## CITY OF PHOENIX ENHANCEMENTS

### II): CITY OF PHOENIX DRAINAGE BETTERMENTS

#### 1. Additional Barrel at Sweetwater Avenue

##### BRW

SHEET TITLE	NO. SHEETS	HRS./ SHEET	Proj. Princ.	Proj. Manager	Proj. Eng.	Eng./ Designer	Tech./ Drafter	Surveyor	Survey Crew	Sec./ Clerical	TOTAL HOURS
Sweetwater Plan and Profile Sheet	1	38.0		2	12	16	8				38
Culvert Details	2	29.0		2	12	24	20				58
											0
General											0
Special Provisions			1		2	4				2	9
Cost Estimate					2	4				1	7
Administration			1	2						2	5
<b>TOTAL - BRW</b>	<b>3</b>	<b>39.0</b>	<b>2</b>	<b>6</b>	<b>28</b>	<b>48</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>117</b>

#### 2. 12" PVC Drain Pipe in IBW from Sweetwater Avenue

##### BRW

SHEET TITLE	NO. SHEETS	HRS./ SHEET	Proj. Princ.	Proj. Manager	Proj. Eng.	Eng./ Designer	Tech./ Drafter	Surveyor	Survey Crew	Sec./ Clerical	TOTAL HOURS
Plan and Profile Sheets	4	42.5		2	24	64	80				170
Detail Sheets	1	42.0		2	8	12	20				42
											0
General											0
Special Provisions			1		2					1	4
Cost Estimate					2	4					6
Administration			1	2						2	5
<b>TOTAL - BRW</b>	<b>5</b>	<b>45.4</b>	<b>2</b>	<b>6</b>	<b>36</b>	<b>80</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>227</b>



TRN Main: 542-1680  
Direct: 542-8837  
Fax: 542-3646

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS  
ATTORNEY GENERAL

MAIN PHONE: 542-5025  
TELECOPIER: 542-4085

## **INTERGOVERNMENTAL AGREEMENT** **DETERMINATION**

A.G. Contract No. KR96-0584-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 7th day of June, 1996.

GRANT WOODS  
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
c:\jrr\6-iga-jh.wpd